

1/9/14 Agreed to exercise right to 1yr extension
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AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

B10. Indemnity Customer shall indemnify and hold Cox and its respective affiliates, subcontractors, employees or agents harmless (including payment of reasonable attorneys fees) from and against any claim, actions or demands relating to or arising out of Customer's use of the Service including without limitation: (i) any content or software displayed, distributed or otherwise disseminated by Customer, its employees, or users of the Services; (ii) any claim that Customer's content or registration and maintenance of Customer's selected domain name(s), infringes on the patent, copyright, trademark or other intellectual property right of any third party; (iii) any act in violation of any laws committed by Customer, its employees or users using the Services; and/or (iv) violation by Customer, its employees or authorized users of the Cox AUP.

C. Terms and Conditions of Regulated and Unregulated Services

C1. Service Start Date and Term This Agreement shall be effective upon execution by the parties. The "Initial Term" shall begin upon installation of Service and shall continue for the applicable term commitment set forth on the first page of this Agreement; provided that if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed.

Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages resulting from delays in meeting service dates due to construction delays or reasons beyond its control. If Customer delays installation for a period of three (3) months or longer after the parties' execution of this Agreement, Cox reserves the right to terminate this Agreement immediately at any time thereafter and Customer shall be responsible for the full amount of construction costs and any other related costs incurred by Cox as of the date of termination. **AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE THEN EXISTING TERM.** "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services whose rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Initial Term and any Extended Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Initial Term and any Extended Term. For the avoidance of doubt, promotion rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language.

C2. Payment Customer shall pay for all monthly Service charges, plus one-time set-up, installation and/or construction charges. Unless stated otherwise herein, monthly charges for Services shall begin upon installation of Service, and installation charges, if any, shall be due upon completion of installation. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If applicable to the Service, Customer shall pay sales, use, gross receipts, excise, access, universal service fund assessments, 911 fees, franchise fees, bypass or other local, state and Federal taxes or charges imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

C3. Service and Installation Cox shall provide Customer with the "Services" identified on the first page of this Agreement. Customer is responsible for damage to any facilities or equipment installed or provided by Cox (the "Cox Equipment"). Customer may use the Services for any lawful purpose, provided that such purpose (a) does not interfere or impair the Cox network or Cox Equipment and (b) complies with the AUP. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. For cable modem Internet Services, bandwidth speeds may vary and Customer may not always receive or obtain optimal bandwidth speeds. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the data, Internet, web conferencing/web hosting Services shall be subject to the AUP at www.coxbusiness.com/acceptableusepolicy.pdf. Web hosting customers may view the AUP by clicking on the Control panel. The AUP may be amended

from time to time during the Term of this Agreement. Customer's continued use of the Services following an AUP amendment shall constitute acceptance.

C4. Customer Responsibilities Customer is responsible for all internal wiring, Customer equipment (e.g. Customer phones, handsets, keystones, etc.), installation of hardware and software on Customer equipment, and arranging all necessary rights of access for Cox including space for cables, conduits, and Cox Equipment as necessary for Cox-authorized personnel to install, repair, inspect, maintain, replace, or remove any and all Cox Equipment. Customer shall provide a secured space with electrical power, climate control and protection against fire, vandalism, and other casualty for Cox Equipment. Customer shall use the Services in compliance with all applicable laws and ordinances, as well as applicable leases and other contractual agreements between Customer and third parties. If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performing licenses. Customer is responsible for ensuring that Customer's equipment is compatible for the Services selected and with the Cox network.

C5. Equipment Unless otherwise provided herein, Customer agrees that Cox shall retain all rights, title and interest to the Cox Equipment, and Customer shall not create or permit to be created any liens or encumbrances on Cox Equipment. Internal Wiring shall not be considered Cox Equipment and shall become the property of Customer upon initiation of Service. For non-bulk video, Cox shall install Cox Equipment necessary to furnish the video Services to Customer. For bulk video, Cox shall install Cox Equipment necessary to furnish the video Service up to the Demarcation Point of Customer's premises (the "Premises"). Unless otherwise agreed by the parties in a written amendment to this Agreement, Customer and not Cox shall be responsible for providing a working Internal Distribution System for bulk video Service. Customer shall not modify or relocate Cox Equipment without Cox's prior written consent. Customer shall not permit tampering, altering, or repair of the equipment by any person other than Cox's authorized personnel. Customer shall, at the expiration or termination of this Agreement, return the Cox Equipment in good condition, ordinary wear and tear excepted. In the event the Cox Equipment is not returned to Cox in good condition, Customer shall be responsible for the depreciated value of the Cox Equipment. Cox shall repair any Cox Equipment at no charge to Customer provided that damage is not due to the negligence or intentional acts of Customer. If additional equipment, including but not limited to, televisions, monitors, computers, circuits, software, or other devices, are required by Customer to use the Services, Customer shall be responsible for providing such equipment.

C6. Resale of Service The Services covered by this Agreement are for retail use only. Unless authorized in writing by Cox, Customer may not resell any portion of the Service to any other party; provided, however, Customer may, with Cox's prior written consent, resell web hosting for third parties through the Services. Customer shall be responsible for any software and content displayed and distributed by Customer or Customer's web hosting customers, if any.

C7. Default If Customer fails to comply with any material provision of this Agreement or any other agreement with Cox, including, but not limited to failure to make payment as specified either in this Agreement or any other Agreement with Cox, then Cox, may pursue one or more of the following courses of action upon notice to Customer as required by tariff or applicable law: (i) terminate Service whereupon all sums then due and payable shall become immediately due and payable, (ii) suspend all or any part of Services, and/or (iii) pursue any other remedies, including reasonable attorneys' fees, as may be provided at law or in equity, including the applicable termination liabilities.

C8. Assignment Customer may not assign or transfer any part of this Agreement without the prior written consent of Cox, which shall not be unreasonably withheld. Cox may assign this Agreement without Customer's consent (i) to any corporation or other entity that controls, is controlled by or is under common control with Cox (an "Affiliate"); (ii) to any corporation or other entity resulting from a merger, acquisition, consolidation or reorganization of or with Cox; or (iii) in connection with the sale of all or substantially all of the assets of Cox. Service may be provided by one or more Affiliates.

C9. Regulatory Authority-Force Majeure This Agreement and the obligations of the parties shall be subject to modification to comply with all applicable laws, regulations, court rulings, and administrative orders, as amended. In no event shall either party have any claim against the other for failure of performance if such failure is caused by acts of God, natural disasters, including fire, flood, or winds, civil or military action, including riots, civil insurrections, acts of terrorists, or the taking of property by condemnation.

C10. Digital Millennium Copyright Act Cox is registered under the Digital



Mitchell Miller <mmiller@mycpms.net>

A bit late

Christine Murphy <cmurphy@usac.org>
To: "Mitchell S. Miller" <mmiller@mycpms.net>

Wed, Jan 8, 2014 at 1:28 PM

Hi Mitch,

Regarding your contract with Cox - First make sure what the extension and or renewal language says, if in fact the necessary language is included in your original contract. If so, the new Contract Award Date (CAD) will be the date you decide to exercise the renewal or extension with Cox and must be on or before you file the 471. The Contract Expiration Date (CED) will be the end date for the length you extend the contract for. You should keep documentation pertaining to the decision made to extend/renew the contract in your E-rate files which should refer to the paragraph and/or language in the contract that indicated you had the option to extend/renew.

If you have any additional questions please let me know.

Christine Murphy

(202) 423-2616 (ph)

cmurphy@usac.org | www.usac.org

From: Mitchell S. Miller [mailto:mmiller@mycpms.net]
Sent: Wednesday, January 08, 2014 12:09 PM
To: Christine Murphy
Subject: A bit late

Good morning Christine,

[Quoted text hidden]

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From: Mitchell S. Miller [mailto:mmiller@mycpms.net]
Sent: Monday, January 06, 2014 9:44 AM
To: Bowen, Sally (CCI-California); Gascon, Adelita (CCI-California)
Subject: E-Rate

[Quoted text hidden]

Bowen, Sally (CCI-California) <Sally.Bowen@cox.com> Mon, Jan 6, 2014 at 5:05 PM
To: "Mitchell S. Miller" <mmiller@mycpms.net>, "Gascon, Adelita (CCI-California)" <Adelita.Gascon@cox.com>
Cc: "Webb, Tanisha (CCI-Atlanta)" <Tanisha.Webb@cox.com>

Hi Mitchell,

Happy New Year!

Your contract is up on 9/12/14. I believe you are able to renew because our contracts have an auto-renewal clause in them.

I have cc'd our E-Rate consultant so that she can confirm this.

Thank you,

Sally

Sally Bowen

Senior Account Executive

Cox Business

619-269-2519

sally.bowen@cox.com

P Please only print this if necessary.

Ask me how Cox Media can help your business

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Thank you.